



THOMAS L. GARTHWAITE, M.D.  
Director and Chief Medical Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina  
First District

Yvonne Brathwaite Burke  
Second District

Zev Yaroslavsky  
Third District

Don Knabe  
Fourth District

Michael D. Antonovich  
Fifth District

December 1, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**NOTICE OF COOPERATIVE AGREEMENT NO. U52/CCU900455-24-1  
FOR TUBERCULOSIS ELIMINATION AND LABORATORY SERVICES**  
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to accept the attached Amendment No. 1, Notice of Cooperative Agreement (NCA) No. U52/CCU900455-24-1, (Exhibit I) from the Federal Centers for Disease Control and Prevention (CDC) to support Tuberculosis (TB) Elimination and Laboratory services, in the amount of \$2,632,164 in Financial Assistance (FA), the remaining 50% of the Calendar Year (CY) 2005 award, less a congressionally mandated reduction of 0.08 percent, and \$148,398 in Direct Assistance (DA); and to carry-over unobligated funds from the CDC to support TB Elimination and Laboratory services, in the amount of \$239,354 from CY 2004 to CY 2005, increasing the total grant award from \$2,641,554 to \$5,513,072 for CY 2005, with no increase in net County cost.
2. Delegate authority to the Director of Health Services, or his designee, to accept subsequent NCAs from the CDC for CYs 2006, 2007, 2008, and 2009, for TB Elimination and Laboratory services, subject to review and approval by County Counsel and the Chief Administrative Office, and notification of the Board.
3. Delegate authority to the Director of Health Services, or his designee, to accept amendments to NCAs from the CDC for CYs 2006, 2007, 2008, and 2009, which do not individually exceed 25% of the total amount of the NCAs received for each CY, and which do not materially alter the terms and conditions set forth under NCA Number U52/CCU900455-24-1, subject to review and approval by County Counsel and the Chief Administrative Office, and notification of the Board.

4. Delegate authority to the Director of Health Services, or his designee, to approve and sign a Sole Source agreement, substantially similar to Exhibit II, with The American Lung Association of Los Angeles County (ALALAC), effective upon date of Board approval through December 31, 2005, in the amount of \$5,000, with provision for four 12-month automatic renewals for CYs 2006, 2007, 2008, and 2009, to facilitate TB elimination and laboratory program services in the amount of \$80,000 for each calendar year, 100% offset with CDC funds with no net County cost, contingent upon the availability and approval of CDC funding for CYs 2006-09.
5. Authorize the Department of Health Services (DHS or Department) to fill one new Full Time Equivalent (FTE) Principal Programmer Analyst and one new FTE Epidemiologist position, in excess of that which is provided for in the Department's staffing ordinance pursuant to Section 6.06.020 of the County Code, pending allocation by the Department of Human Resources. (Attachment C)

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Board approval of the recommended actions will authorize the acceptance of grants funds from the CDC to support the continued provision of TB Elimination and Laboratory Services. The Sole Source agreement with ALALAC will assist the County's TB program with community coalition building, educational conferences, and facilitation services. The additional FTEs are necessary to support these program services.

FISCAL IMPACT/FINANCING:

NCA No. U52/CCU900455-24-1, Amendment No. 1 from the CDC, is in the amount of \$2,632,164 in Financial Assistance (FA), the remaining 50% of the Calendar Year (CY) 2005 award, less a congressionally mandated reduction of 0.08 percent, and \$148,398 in DA, with no increase in net County cost.

The NCA also approves \$239,354 in unobligated carryover funds from CY 2004 to CY 2005, increasing the total grant award from \$2,641,554 to \$5,513,072 for CY 2005.

The Agreement with ALALAC is in the amount of \$5,000, effective date of Board approval through December 31, 2005, with provision for four 12-month automatic renewals in the annual amount of \$80,000, 100% offset with CDC funds, for CYs 2006, 2007, 2008, and 2009, contingent upon the availability and approval of CDC funding for CYs 2006-09. There are no net County cost.

Funding for this program is included in the Fiscal Year (FY) 2005-06 Final Budget, and will be requested in future fiscal years, as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the Board has authorized the continuation of TB services and approved funding from the CDC to support TB Control Elimination and Laboratory Program services.

On December 2, 2003, the Board approved Amendment No. 4 to NCA No. U52/CCU900455-22-4 from the CDC to carry-over \$33,192 in unobligated funds from CY 2002 to CY 2003, increasing the total grant

allocation from \$6,722,232 to \$6,755,424 for CY 2003. The Board also approved delegated authority for the Director of Health Services, or his designee, to accept amendments for CY 2003-04, which did not exceed 25% of the base award for each CY for TB Control Elimination and Laboratory services. The Department was previously authorized by the Board on November 12, 2002 to accept subsequent NCAs for TB funding through December 31, 2005.

On February 26, 2004, the Department exercised its delegated authority approved by the Board on November 12, 2002, to accept NCA No. U52/CCU900455-23 from the CDC, in the amount of \$1,642,396 for CY 2004 for the provision of TB Elimination and Laboratory services.

On subsequent occasions, the Department exercised its delegated authority approved by the Board on November 12, 2002 and December 2, 2003 to accept new funding allocations, carryover of unobligated funds, administrative modifications, and Amendment Nos. 1 through 5 to NCA No. U52/CCU900455-23 for the continuation of TB Elimination and Laboratory program services.

On February 11, 2005, the Department exercised its delegated authority, approved by the Board on November 12, 2002, to accept NCA No. U52/CCU90455-24 in the amount of \$2,641,554 for a six-month budget period, effective January 1, 2005 through June 30, 2005.

On July 5, 2005, the Department submitted a budget revision to the CDC to implement the 0.08% recision in the CY 2005 funding allocation enacted by Congress, and requested to carry-over unobligated funds from CY 2004 to CY 2005 to support TB Program expenditures.

On August 26, 2005, the Department received Amendment No. 1 to NCA No. U52/CCU900455-24-1 from the CDC awarding funding for a six-month budget period, effective July 1, 2005 through December 31, 2005, and authorizing carry-over of unobligated funds to support the TB Program.

County Counsel has approved the NGA (Exhibit I) as to form.

Attachments A, B, and C provide additional information. Attachment B is the Grants Management Statement for grant awards exceeding \$100,000. Attachment C is the Position Allocation Request to hire one Principal Programmer Analyst and one Epidemiologist.

#### CONTRACTING PROCESS:

A service Agreement with ALALAC is requested on a sole source basis. The ALALAC is uniquely qualified as a sole source provider because the organization was initially created to focus attention on the prevention and control of TB. Although ALALAC has diversified to include other respiratory diseases, the organization has maintained existing relationships with the community, and is recognized as a community leader in the fight against lung disease. The County's TB program has collaborated with the ALALAC for a number of years on specific TB prevention and control activities and the partnership developed has proved beneficial in the County's efforts in providing TB Elimination and Laboratory Services. A sole source justification letter is on file with the Department providing additional details.

Therefore, DHS did not advertise this agreement as a contracting opportunity on the Los Angeles County Online Web Site.

The Honorable Board of Supervisors  
December 1, 2005  
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will provide funding support for the continuation of TB Elimination and Laboratory Program services during CY 2005 and subsequent years.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:kh

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Attachments (4)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller



**SUMMARY OF AGREEMENTS**

1. **TYPE OF SERVICES:**

Project services include provisions to control the incidence and transmission of Tuberculosis (TB) within Los Angeles County through consultation, surveillance, and identification and treatment of latent infection and active TB disease.

2. **AGENCY ADDRESSES, CONTACT PERSONS:**

Department of Health and Human Services - Public Health Service  
Federal Centers for Disease Control and Prevention (CDC)  
Procurement and Grants Office  
2920 Brandywine Road, E-15  
Atlanta, Georgia 30341-4146  
Attention: Jesse L. Robertson, Grant Management Specialist  
Acquisition and Assistance, Branch II  
Telephone: (404) 498-1915  
Facsimile: (404) 488-1920 e-mail address: Jtr4@cdc.gov

**Subcontract:**

The American Lung Association of Los Angeles County  
5858 Wilshire Boulevard, Suite 300  
Los Angeles, California 90036  
Attention: Sondra Widland, Program Director (LAC)  
Telephone: (323) 935-5864 Ext. 228  
Facsimile: (323) 935-1873 e-mail address: [s.midland@lalung.org](mailto:s.midland@lalung.org)

3. **TERM:**

Budget Period: January 1, 2005 through December 31, 2009  
Project Period: January 1, 2005 through December 31, 2005

Amendment No. 1 to Notice of Cooperative Agreement (NCA) U52/CCU900455-24 provides carryover unobligated funds from Calendar Year (CY) 2004 to CY 2005

4. **FINANCIAL INFORMATION:**

NCA No. U52/CCU900455-24-1, Amendment No. 1 from the CDC, is in the amount of \$2,632,164 in Financial Assistance (FA), the remaining 50% of the (CY) 2005 award, and \$148,398 in Direct Assistance (DA), with no increase in net County cost.

The NCA also approves \$239,354 in unobligated carryover funds from CY 2004 to CY 2005, resulting in a total grant award of \$5,513,072 for CY 2005.

The Agreement with ALALAC is the amount of \$5,000 effective date of Board approval through December 31, 2005, with provision for four 12-month automatic renewals in the annual amount of \$80,000 for CYs 2006, 2007, 2008, and 2009, contingent upon the availability and approval of CDC funding for CYs 2006-09.

Funding for this program is included in the Fiscal Year (FY) 2005-06 Final Budget, and will be requested in future fiscal years, as needed.

5. PRIMARY GEOGRAPHIC AREAS TO BE SERVED:

Countywide.

6. DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:

Robert J. Kim Farley, M.D., M.P.H., Director, Communicable Disease Control and Prevention

7. APPROVALS:

Public Health: John F. Schunhoff, Ph.D., Chief of Operations

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (approval as to form): Allison Morse, Deputy County Counsel

## ATTACHMENT B

**Los Angeles County Chief Administrative Office  
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services - Tuberculosis Control Program

**Grant Project Title and Description**

Tuberculosis Elimination and Laboratory Services - Project services include provisions to control the incidence and transmission of Tuberculosis (TB) within Los Angeles County through consultation, surveillance, and identification and treatment of latent infection and active

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CDC (Federal)	NCA No. U52/CCU900455-24-1	ASAP

Total Amount of Grant	\$2,871,518*	County Match Requirements	N/A
Grant Period: CY 2005	Begin 1/01/05	End Date:	12/31/05
Number of Personnel Hired -Grant	1	Full 1	Part Time 0

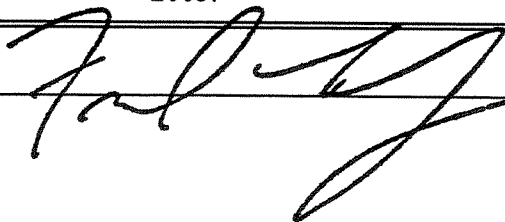
**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant funded program?	X	No	_____
Will all personnel hired for this program be placed on temporary ("N") items?	X	No	_____
Is the County obligated to continue this program after the grant expires	Yes	No	X _____
If the County is not obligated to continue this program after the grant expires, the Department will:			
a). Absorb the program cost without reducing other services	Yes	No	X _____
b). Identify other revenue sources	Yes	No	X _____
Describe			
c). Eliminate or reduce, as appropriate, positions/program costs funded by this grants	X	No	_____

Impact of additional personnel on existing space: None

Other requirements not mentioned above: \* Grant award includes carryover of \$239,354 from CY 2004 to CY 2005.  
None

Department Head Signature



Date 12/01/05

LOS ANGELES COUNTY  
DEPARTMENT OF HEALTH SERVICES  
TUBERCULOSIS CONTROL PROGRAM

POSITION ALLOCATION REQUEST

Personnel Detail

FULL-TIME EQUIVALENT (FTE)

<u>Position Requested:</u>	<u>Number of Position(s):</u>	<u>Percent of Time:</u>
Principal Programmer Analyst	1	100%

PROPOSED DUTIES/RESPONSIBILITIES

	<u>Percent of Time</u>
1. System Design & Development: Systems Integration Project	60%
2. System Design & Development: Tuberculosis Registry Information Management System (TRIMS)	20%
3. System Design & Development: Digital Radiology Project	15%
4. Staff Development	<u>5%</u>
TOTAL PERCENT	100%

<u>Position Requested:</u>	<u>Number of Position(s):</u>	<u>Percent of Time:</u>
Epidemiologist	1	100%

PROPOSED DUTIES/RESPONSIBILITIES

	<u>Percent of Time</u>
1. Tuberculosis Genotyping Project	40%
2. Original Research and Analysis	35%
3. Research and Analysis Team Leader	15%
4. Staff Development	<u>10 %</u>
TOTAL PERCENT	100%



## DEPARTMENT OF HEALTH &amp; HUMAN SERVICES

Centers for Disease Control  
and Prevention (CDC)  
2920 Brandywine Road  
Atlanta, GA 30341-3724

Annette Nitta, MD  
Director  
TB Control Program  
Los Angeles County Department of Health Services  
2615 South Grand Avenue, Room 507  
Los Angeles, CA 90007-2608

Dear Dr. Nitta,

Reference: Cooperative Agreement No. U52/CCU900455-24-1, Tuberculosis Elimination  
and Laboratory

Dear Dr. Nitta:

A Congressional Rescission has caused a reduction of all FY2005 funding by 0.8 percent. Therefore, the remaining 50 percent funding for Fiscal Year 2005 is awarded in the amount of \$2,632,164.00 in Federal Financial Assistance and \$148,398.00 in Direct Assistance for the referenced Cooperative Agreement. If this rescission is not restored base funds will be permanently decreased by 0.8 percent. See terms and conditions on pages 2 through 5 of the enclosed amendment (1) for additional information.

In addition, amendment (1) is awarding carryover funds in the amount of \$239,354.00 as requested in letter dated May 31, 2005.

If you have any questions, you may contact Jesse L. Robertson, Grants Management Specialist, at (404) 498-1915; or e-mail, [jtr4@cdc.gov](mailto:jtr4@cdc.gov).

Sincerely,

A handwritten signature in black ink, reading "G. Gissentanna", is written over the typed name.

Gladys T. Gissentanna  
Grants Management Officer  
Acquisition and Assistance Branch I  
Procurement and Grants Office

Enclosures

cc: Business Office  
J. Elder, MS E-10  
P. Farah, MS E-10

08/26/2005

93.116

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
PUBLIC HEALTH SERVICE  
CENTERS FOR DISEASE CONTROL AND PREVENTION

## NOTICE OF COOPERATIVE AGREEMENT

AUTHORIZATION (LEGISLATION/REGULATION)

PHS ACT, SECT 301(A), 317

4. SUPERSEDES AWARD NOTICE DATED EXCEPT THAT ANY ADDITIONS OR RESTRICTIONS PREVIOUSLY IMPOSED REMAIN IN EFFECT UNLESS SPECIFICALLY RESCINDED.	
12/23/2004	
6. GRANT NO. U52/CCU900455-24-1	5. ADMINISTRATIVE CODES CCU52
7. PROJECT PERIOD FROM 01/01/2005 THROUGH 12/31/2009	
8. BUDGET PERIOD FROM 01/01/2005 THROUGH 12/31/2005	

9. TITLE OF PROJECT (OR PROGRAM)

## TUBERCULOSIS ELIMINATION AND LABORATORY

9. GRANTEE NAME AND ADDRESS

LOS ANGELES COUNTY DEPARTMENT OF HEALTH  
DEPARTMENT OF HEALTH SERVICES  
313 N FIGUEROA ST. ROOM 808  
LOS ANGELES, CA 90012

10. DIRECTOR OF PROJECT (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)

ANNETTE NITTA, M.D. DIR. TB CONTROL  
LOS ANGELES COUNTY DEPT OF HLTH SVCS  
2615 SOUTH GRAND AVENUE, ROOM 507  
LOS ANGELES, CA 90007

11. APPROVED BUDGET (EXCLUDES PHS DIRECT ASSISTANCE)

PHS GRANT FUNDS ONLY  
TOTAL PROJECT COSTS INCLUDING GRANT FUNDS AND ALL OTHER FINANCIAL PARTICIPATION

(PLACE NUMERAL ON LINE)

I

1. SALARIES AND WAGES.....\$	2,997,825
2. FRINGE BENEFITS.....\$	1,332,979
3. TOTAL PERSONNEL COSTS.....\$	4,330,804
4. CONSULTANT COSTS.....	0
5. EQUIPMENT.....	327,383
6. SUPPLIES.....	44,405
7. TRAVEL.....	30,000
8. PATIENT CARE-INPATIENT.....	0
9. PATIENT CARE-OUTPATIENT.....	0
10. ALTERATIONS AND RENOVATIONS.....	0
11. OTHER.....	16,513
12. CONSORTIUM/CONTRACTUAL COSTS.....	69,293
13. TRAINEE RELATED EXPENSES.....	0
14. TRAINEE STIPENDS.....	0
15. TRAINEE TUITION AND FEES.....	0
16. TRAINEE TRAVEL.....	0
17. TOTAL DIRECT COSTS.....\$	4,818,398
18. INDIRECT COSTS ( 0.00 % OF S&W/TADC) \$	694,674
19. TOTAL APPROVED BUDGET.....\$	5,513,072
20. SBIR FEE.....\$	0
21. FEDERAL SHARE.....\$	5,513,072
22. NON-FEDERAL SHARE.....\$	0

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE

A. AMOUNT OF PHS FINANCIAL ASSISTANCE (FROM 11.U).....\$	5,513,072
B. LESS UNOBLIGATED BALANCE FROM PRIOR BUDGET PERIODS...\$	239,354
C. LESS CUMULATIVE PRIOR AWARD(S) THIS BUDGET PERIOD...\$	2,641,554
D. AMOUNT OF FINANCIAL ASSIST. THIS ACTION \$	2,632,164

13. RECOMMENDED FUTURE SUPPORT (SUBJECT TO THE AVAILABILITY OF FUNDS AND SATISFACTORY PROGRESS OF THE PROJECT)

BUDGET YEAR	TOTAL DIRECT COSTS	BUDGET YEAR	TOTAL DIRECT COSTS
A. 25	5,283,109	D. 28	5,283,109
B. 26	5,283,109	E. 0	0
C. 27	5,283,109	F. 0	0

14. APPROVED DIRECT ASSISTANCE BUDGET (IN LIEU OF CASH)

A. AMOUNT OF PHS DIRECT ASSISTANCE.....\$	296,796
B. LESS UNOBLIGATED BALANCE FROM PRIOR BUDGET PERIODS...\$	0
C. LESS CUMULATIVE PRIOR AWARDS FROM THIS BUDGET PERIOD \$	148,398
D. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$	148,398

15. PROGRAM INCOME SUBJECT TO 45 CFR PART 74, SUBPART F, OR 45 CFR 92.25, SHALL BE USED IN ACCORDANCE WITH ONE OF THE FOLLOWING ALTERNATIVES: (SELECT ONE AND PUT LETTER IN BOX.)

A. DEDUCTION
B. ADDITIONAL COSTS
C. MATCHING
D. OTHER RESEARCH (ADD/DEDUCT OPTION)
E. OTHER (SEE REMARKS)

B

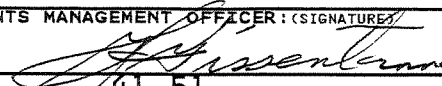
THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE PHS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

A. THE GRANT PROGRAM LEGISLATION CITED ABOVE. B. THE GRANT PROGRAM REGULATION CITED ABOVE. C. THIS AWARD NOTICE INCLUDING TERMS AND CONDITIONS, IF ANY, NOTED BELOW UNDER REMARKS. D. PHS GRANTS POLICY STATEMENT INCLUDING ADDENDA IN EFFECT AS OF THE BEGINNING DATE OF THE BUDGET PERIOD. E. 45 CFR PART 74 OR 45 CFR PART 92 AS APPLICABLE. IN THE EVENT THERE ARE CONFLICTING OR OTHERWISE INCONSISTENT POLICIES APPLICABLE TO THE GRANT, THE ABOVE ORDER OF PRECEDENCE SHALL PREVAIL. ACCEPTANCE OF THE GRANT TERMS AND CONDITIONS IS ACKNOWLEDGED BY THE GRANTEE WHEN FUNDS ARE DRAWN OR OTHERWISE OBTAINED FROM THE GRANT PAYMENT SYSTEM.

REMARKS (OTHER TERMS AND CONDITIONS ATTACHED - ☒ YES ☐ NO)

SPONSOR: NATIONAL CENTER FOR TB PREVENTION (NCHSTP)

\*IDC RATE BASE: SEE ATTACHED

PHS GRANTS MANAGEMENT OFFICER: (SIGNATURE) 		(NAME-TYPED/PRINT) GLADYS T. GISSENTANNA		(TITLE) GRANTS MANAGEMENT OFFICER	
7. OBJ. CLASS 41.51		18. CRS.EIN: 1-956000927-A1		19. LIST NO.: C0-059-F05	
FY-CAN	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT. ACTION FIN. ASST	AMT. ACTION DIR. ASST	
0. A05-19195 05-9211183	B. CCU900455	C. CCU52	D. 146,046	E. 0	
1. A05-19195 05-9213471	B. CCU900455	C. CCU52	D. 0	E. 148,398	
2. A05-19195 05-9213485	B. CCU900455	C. CCU52	D. 2,178,690	E. 0	

PHS-5152-1 (CONTINUED)

DATE ISSUED.....: 08/26/2005  
GRANT NO.....: U52/CCU900455-24-1  
APPROVAL LIST NO: C0-059-F05

FY CAN -----	DOCUMENT NO. -----	ADM.CODE -----	FIN.ASST -----	DIR.ASST -----
05-19145 05-9214095	CCU900455	CCU52	307,428	0

DIRECT ASSISTANCE BUDGET:  
=====

PERSONAL SERVICE:	296,796
TRAVEL.....:	0
VACCINE.....:	0
OTHER SERVICE....:	0

<b>NOTICE OF COOPERATIVE AGREEMENT AWARD (Continuation Sheet)</b>	PAGE 2 of 5	DATE ISSUED
	AWARD NO. U52/CCU900455-24-1	

**TERMS AND CONDITIONS OF THIS AWARD**

1. This Amendment (1) of subject Grant awards the remaining FY2005 budget amount. A Congressional Rescission has caused a reduction of all FY2005 funding by 0.8 percent. Therefore, the original anticipated amount quoted as your 12 month budget has changed. Your revised 12 month total for FY2005 is \$5,273,718.00 in Federal Financial Assistance. Therefore, the remaining amounts of \$2,632,164.00 FA and \$148,398.00 in Direct Assistance (DA) are awarded for the budget period, January 1, 2005 through December 31, 2005.
2. This amendment (1) to reference Cooperative Agreement authorizes the carryover of unobligated funds in the amount of \$239,354.00 from FY 23 to be used in FY 24, as requested in letter dated May 31, 2005, to expand the availability of digital radiology services for TB patients in LA County and to build on infrastructure previously supported through federal and state dollars.

	<b>Current <u>Award</u></b>	<b>2nd 6 Months <u>Award</u></b>	<b>Carryover <u>Award</u></b>	<b>Revised <u>Award</u></b>
Salaries & Wages	\$ 1,596,141	\$ 1,401,684	\$ -	\$ 1,596,141
Fringe Benefits	\$ 651,083	\$ 681,896	\$ -	\$ 651,083
Consultants	\$ -	\$ -	\$ -	\$ -
Equipment	\$ 863	\$ 87,166	\$ 239,354	\$ 240,217
Supplies	\$ 22,556	\$ 21,849	\$ -	\$ 22,556
Travel	\$ 10,000	\$ 20,000	\$ -	\$ 10,000
Other	\$ 13,000	\$ 3,513	\$ -	\$ 13,000
Contractual	\$ -	\$ 69,293	\$ -	\$ -
<b><u>Total Direct Costs</u></b>	<b>\$ 2,293,643</b>	<b>\$ 2,285,401</b>	<b>\$ 239,354</b>	<b>\$ 2,532,997</b>
Indirect Cost (S&W)	\$ 347,911	\$ 346,763	\$ -	\$ 347,911
<b>TOTAL APPROVED BUDGET</b>	<b>\$ 2,641,554</b>	<b>\$ 2,632,164</b>	<b>\$ 239,354</b>	<b>\$ 5,513,072</b>

3. **CORRESPONDENCE:** ALL correspondence (including emails and faxes) regarding this award must be dated, identified with the **AWARD NUMBER** as shown at the top right of this page, and include a **point of contact** (name, phone, fax, and email). All correspondence should be addressed to the Grants Management Specialist listed below:

Jesse L. Robertson, Grants Management Specialist  
Centers for Disease Control and Prevention  
Acquisition and Assistance Branch 1  
Procurement and Grants Office



<b>NOTICE OF COOPERATIVE AGREEMENT AWARD (Continuation Sheet)</b>	<b>PAGE 3 of 5</b>	<b>DATE ISSUED</b>
	<b>AWARD NO. U52/CCU900455-24-1</b>	

2920 Brandywine Road, Mail Stop E-15  
Atlanta, GA 30341-4146  
Phone: 9404) 498-1915, FAX: (404) 498-1920 or 1930

4. **PRIOR APPROVAL:** All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this notice of award. The request must be postmarked no later than 120 days prior to the end date of the current budget period. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

Prior approval is required but is not limited to the following types of requests: 1) Use of unobligated funds from prior budget period (Carryover); 2) Lift funding restriction, withholding, or disallowance, 3) redirection of funds, 4) Change in Contractor/Consultant; 5) Supplemental funds; 6) Response to Technical Review, or 7) Change in Key Personnel.

5. **KEY PERSONNEL:** In accordance with 45 CFR 74.25( c) (2) & (3) CDC recipients shall obtain prior approvals from CDC for (1) Change in the project director or principal investigator or other key persons specified in the application or award document, and (2) the absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator. Key Personnel for this cooperative agreement are identified as follows:

**Principal Investigator / Project Director: Annette Nita, MD**  
**Business Official: JIM ASADA**

6. **INVENTIONS:** Acceptance of grant funds obligates recipients to comply with the "standard patent rights" clause in 37 CFR 401.14.
7. **PUBLICATIONS:** Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as: This publication (journal article, etc.) was supported by Grant/Cooperative Agreement Number U52/CCU900455-24-1 from Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the awarding agency.
8. **EQUIPMENT AND PRODUCTS:** To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as Tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.
9. **ACKNOWLEDGMENT OF FEDERAL SUPPORT:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the

<b>NOTICE OF COOPERATIVE AGREEMENT AWARD (Continuation Sheet)</b>	<b>PAGE 4 of 5</b>	<b>DATE ISSUED</b>
	<b>AWARD NO. U52/CCU900455-24-1</b>	

percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- 10. INSPECTOR GENERAL:** The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to [hhstips@oig.hhs.gov](mailto:hhstips@oig.hhs.gov) or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

#### **11. PAYMENT INFORMATION**

**Automatic Drawdown:**

Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, HHS. PMS will forward the DHHS Manual for Recipients Financed Under the Payment Management System (PMS), PMS-270 and PMS-272 forms.

- A. PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, P.O. Box 6021, Rockville, MD 20852.
- B. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, Rockwall Building #1, Suite 700, 11400 Rockville Pike, Rockville, MD 20852.

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

- 12. AUDIT FILING COMPLIANCE:** An organization that expends \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations and 45 CFR 74.26, Non-Federal Audits. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. The audit report must be sent to: **Federal Audit Clearing House, Bureau of the Census, 1201 East 10<sup>th</sup> Street, Jacksonville, IN 47132.** Should you have questions regarding the submission or processing of your Single Audit Package, contact the Federal Audit Clearinghouse at:

**(301) 763-1551**

**(800) 253-0696**

**Or email: [govs.fac@census.gov](mailto:govs.fac@census.gov)**

The grantee is to ensure that the sub-recipients receiving CDC funds also meet these requirements (if total Federal grant or cooperative agreement funds received exceed \$500,000). The grantee must also ensure that appropriate corrective action is taken within six months after receipt of the sub-recipient audit

<b>NOTICE OF COOPERATIVE AGREEMENT AWARD (Continuation Sheet)</b>	<b>PAGE 5 of 5</b>	<b>DATE ISSUED</b>
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report in instances of non-compliance with Federal law and regulations. The grantee is to consider whether sub-recipient audits necessitate adjustment of the grantee's own accounting records. If a sub-recipient is not required to have a program-specific audit, the Grantee is still required to perform adequate monitoring of sub-recipient activities. The grantee is to require each sub-recipient to permit independent auditors to have access to the sub-recipient's records and financial statements. *The grantee should include this requirement in all sub-recipient contracts.*

13. **CDC CONTACT NAMES:**

**Business and Grants Policy Contact**

Jesse L. Robertson, Grants Management Specialist  
Centers for Disease Control and Prevention  
Acquisition and Assistance Branch 1  
Procurement and Grants Office  
2920 Brandywine Road, Mail Stop E-15  
Atlanta, GA 30341-4146  
Telephone: (404) 498-1915  
Fax: (404) 498-1920 / 1930  
Email: [jtr4@cdc.gov](mailto:jtr4@cdc.gov)

**Los Angeles**  
**900455**

12 Month Budget	P&C	HR	Lab	RMTCC	0	0	0	Unob Request	One-Time	Approved FA Award
Personnel	\$ 2,850,051	-	\$ 147,773	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 2,997,824
Fringe	\$ 1,268,257	-	\$ 64,721	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 1,332,978
Equipment	\$ 86,441	\$ 1,587	-	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 88,028
Supplies	\$ 28,583	\$ 1,500	\$ 14,322	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 44,405
Travel	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 30,000
Other	\$ -	\$ 16,513	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 16,513
Contractual	\$ 69,293	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 69,293
Indirect Costs	\$ 660,432	-	\$ 34,243	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 694,675
<b>Total</b>	<b>\$ 4,963,057</b>	<b>\$ 49,600</b>	<b>\$ 261,059</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ 5,273,716</b>

TUBERCULOSIS CONTROL COMMUNITY COALITION BUILDING,  
EDUCATIONAL CONFERENCES, AND  
FACILITATION SERVICES AGREEMENT

AGREECD4080.KH  
11/16/05

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Contract No. \_\_\_\_\_

**TUBERCULOSIS CONTROL COMMUNITY COALITION BUILDING,  
EDUCATIONAL CONFERENCES, AND  
FACILITATION SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005,

by and between  
and

COUNTY OF LOS ANGELES (hereafter  
"County"),

THE AMERICAN LUNG ASSOCIATION OF  
LOS ANGELES COUNTY (ALALAC)  
(hereafter "Contractor").

WHEREAS, Section 101025 of the California Health and Safety Code places upon the County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, Section 101000 of the California Health and Safety Code requires the Board to appoint a County Health Officer; and

WHEREAS, Section 120175 of the California Health and Safety Code requires the County Health Officer to take such measures as may be necessary to prevent the spread or occurrence of contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, Contractor has a long standing commitment to the prevention of tuberculosis, and is a recognized community leader in the fight against lung diseases; and

WHEREAS, Contractor has had a high degree of success in building strong community coalitions and partnerships and has collaborated with the County for a number of years on specific

tuberculosis prevention and control activities; and

WHEREAS, for the purpose of assisting the Department in the provision of tuberculosis services Contractor agrees to provide the services and objectives as outlined in Exhibits A, B, C, D, and E attached hereto and incorporated herein by reference, the parties desire to enter into this Agreement; and

WHEREAS, Contractor agrees to abide by the requirements of the funding sources and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, and personnel to provide services contemplated hereunder; and

WHEREAS, County's Department of Health Services (hereafter "DHS") believes it is in the best interest of the residents of County to obtain these services by contract; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, the term "Director" as used herein refers to County's Director of Department of Health Services or his/her authorized designee(s); and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence upon date of Board approval, and shall remain in full force and effect to, and including, December 31, 2005. This Agreement shall be thereafter automatically renewed for four additional twelve (12)



month periods, effective January 1, 2006 through December 31, 2006, January 1, 2007 through December 31, 2007, January 1, 2008 through December 31, 2008, and January 1, 2009 through December 31, 2009, subject to the availability of Federal Centers for Disease Control and Prevention (CDC) funding. If such Federal funding is not forthcoming, this Agreement shall terminate December 31, 2005.

If for any reason Federal funding which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon the Contractor in writing. This Agreement may be terminated at anytime by either party upon the giving of thirty (30) days written notice to the other party. Additionally, County may terminate this Agreement in accordance with the Termination Paragraphs 31,32,33,34, and 46 of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this

Agreement in County's Budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses

under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, B, C, D, and E, Scopes of Work, attached hereto and incorporated herein by reference during the term of this Agreement. Contractor shall provide community coalition building, educational conferences, and facilitation services to assist the Department in their efforts to provide tuberculosis education and services. The program under which these services shall be provided is the Tuberculosis (TB) Control Program (hereafter "Program"). "

3. MAXIMUM OBLIGATION OF COUNTY: During the period effective upon date of Board approval through December 31, 2005, the maximum obligation of County for all Contractor's performance as described in Exhibit A, hereunder, is Five Thousand Dollars (\$5,000). This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

During the period effective January 1, 2006 through December 31, 2006, the maximum obligation of County for all Contractor's performance as described in Exhibit B, hereunder, is Eighty Thousand Dollars (\$80,000). This sum represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

During the period effective January 1, 2007 through December 31, 2007, the maximum obligation of County for all Contractor's performance as described in Exhibit C, hereunder, is Eighty Thousand Dollars (\$80,000). This sum represents the total maximum obligation of County as shown in Schedule 3, attached hereto and incorporated herein by reference.

During the period effective January 1, 2008 through December 31, 2008, the maximum obligation of County for all Contractor's performance as described in Exhibit D, hereunder, is Eighty Thousand Dollars (\$80,000). This sum represents the total maximum obligation of County as shown in Schedule 4, attached hereto and incorporated herein by reference.

During the period effective January 1, 2009 through December 31, 2009, the maximum obligation of County for all Contractor's performance as described in Exhibit E, hereunder, is Eighty Thousand Dollars (\$80,000). This sum represents the total maximum obligation of County as shown in Schedule 5, attached hereto and incorporated herein by reference.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal,

State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and

which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an

amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

5. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2, 3, 4, and 5 Paragraph 15, Billing and Payment and the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, all attached hereto.

7. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibits A, B, C, D, E, F, G, H and I

Schedules 1, 2, 3, 4, and 5

8. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written

amendment to this Agreement which is formally approved and executed by the parties.

9. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

10. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor East, Los Angeles, California 90012-, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.



(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

11. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations	

Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

12. CONTRACTOR'S OFFICES: Contractor's primary business

offices are located at 5858 Wilshire Boulevard, Suite 300, Los Angeles, California 90036. Contractor's primary business telephone number is (323) 935-5864, Ext. 228 and facsimile/FAX number is (323) 935-1873. Contractor shall notify in writing County, of any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

13. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Contractor understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

14. COPYRIGHTS/RIGHTS IN DATA:

A. Subject Data: As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer

programs, and works of any similar nature ("whether or not copyrighted or copyrightable") which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

Contractor shall be prohibited from copyrighting any data, publications, or materials, whether written or audio-visual (hereafter referred to as "Subject Data"), first produced or developed from work supported by County during the term of this Agreement. Additionally, County, State and federal governments may use, duplicate, or disclose in any manner and for any purpose whatsoever, and permit others to do so, all Subject Data delivered under this Agreement.

B. Federal Government, State and County Rights:

Subject only to the provisions of Subparagraph C below, the federal Government, State and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this Agreement.

C. License to Copyrighted Data: In addition to the federal Government, State and County rights as provided in Subparagraph B above, with respect to any data which may be copyrighted, the Contractor agrees to and does hereby grant to the federal Government, State and County a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for

State, County and federal Government purposes and to have or permit other to do so. Provided, however, that such license shall be only to the extent that the Contractor now has, or prior to completion of final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

15. BILLING AND PAYMENT: County shall reimburse Contractor monthly, in arrears, with affidavits and tear sheets, for actual pre-approved reimbursable costs incurred upon submission by Contractor of an invoice in duplicate on such forms as may be furnished or required by County. Such invoice shall detail actual reimbursable costs incurred by Contractor in accordance with the Schedule(s) attached hereto and incorporated herein by reference. Each invoice shall be approved and signed by the Contractor's duly authorized designee. Original invoices, and claims shall be submitted directly to Tuberculosis Control Program office, 2615 South Grand Avenue, 5<sup>th</sup> Floor, Los Angeles, California 90007, no later than five (5) calendar days after the end of each calendar month.

County may authorize prepayment of up to 25% for production work based on vendor estimate, and when vendors dictate that prepayment is mandatory. Production work is defined as development of media for broadcast or print and development and printing of collateral for use in public relation activities. The requests for prepayment must be submitted with documentation



as deemed appropriate by the County. Such requests shall be considered on a case-by-case basis.

In no event shall County be required to pay Contractor more than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph in this Agreement.

16. NON-APPROPRIATION OF FUNDS CONDITION: County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

17. PUBLIC OFFICIALS: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

18. PHYSICAL EXAMINATION: Contractor shall have on file evidence of a recent examination by a licensed medical provider of each of its employees who are to perform work hereunder involving patient contact which indicates that the employee does not suffer from contagious diseases, has immunity against common communicable diseases (specifically Rubella), and that the

employee is physically fit to perform services under this Agreement.

19. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit F, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

20. ENTIRE AGREEMENT: The body of this Agreement including the Additional Provisions, Exhibits A, B, C, D, E, F, G, H, and I and Schedules 1,2,3,4,and 5 attached hereto shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents or between such other documents, such conflict or inconsistency

shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibits A, B, C, D, E, F, G, H, and I.
2. Schedules 1,2,3,4,and 5

21. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Health Services  
Public Health Division  
313 North Figueroa Street, 8th Floor  
Los Angeles, California 90012

Attention: Chief of Operations

2. Department of Health Services  
Tuberculosis Control Program  
2615 South Grand Avenue,  
5th Floor  
Los Angeles, California 90007

Attention: Director

3. Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street  
6th Floor East  
Los Angeles, California 90012

Attention: Division Chief

To Contractor: The American Lung Association of  
Los Angeles County  
5858 Wilshire Boulevard, Suite 300  
Los Angeles, California 90036

Attention: Director, Prevention Programs

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer  
The American Lung Association of  
Los Angeles County  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O' Neill, Chief  
Contracts and Grants

CD4080.KH  
kh:11/18/05

ADDITIONAL PROVISIONS  
DEPARTMENT OF HEALTH SERVICES  
  
TUBERCULOSIS CONTROL  
COMMUNITY COALITION BUILDING,  
EDUCATIONAL CONFERENCES, AND  
FACILITATION SERVICES AGREEMENT  
  
COST REIMBURSEMENT

kh:11/18/05  
CD4080.KH

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DEPARTMENT OF HEALTH SERVICES  
TUBERCULOSIS CONTROL  
COMMUNITY COALITION BUILDING,  
EDUCATIONAL CONFERENCES, AND  
FACILITATION SERVICES AGREEMENT

COST REIMBURSEMENT

1. ADMINISTRATION: County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to County, Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) A detailed statement indicating whether

Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to County, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify County in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not

discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where Federal funds are

involved, and the Americans with Disabilities Act.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to County's Director (hereafter collectively "County Director"), for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now

exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group

identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While

County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor

warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor."

8. CLIENT/PATIENT ELIGIBILITY: If clients/patients are



treated hereunder, client/patient eligibility for County's services shall be documented by Contractor. Contractor shall also document that all potential sources of payments to cover the costs of services hereunder have been identified and that Contractor or client/patient has attempted to obtain such payments. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of this Agreement.

9. CLIENT/PATIENT FEES: Clients/patients treated hereunder shall be charged a fee by Contractor. In charging fees, Contractor shall take into consideration the client's/patient's ability to pay for services received. Contractor shall not withhold services because of the client's/patient's inability to pay for such services. In establishing fees, Contractor shall implement a client/patient fee determination system which has been reviewed and approved by the Director. Contractor shall exercise diligence in the billing and collection of client/patient fees.

10. PAYMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall clearly reflect all required information as specified on billing forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on

behalf of, clients/patients. Billings shall be submitted to County within fifteen (15) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall be limited to the aggregate maximum monthly payment set out in the schedule for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted. To the extent that there have been lesser payments for services, the resultant savings may be used to pay for future monthly billings for services in excess of the maximum monthly payment.

B. County Audit Settlements:

(1) If an audit conducted by Federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is

for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

E. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by

Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any Federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

11. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable Federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and

paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of Federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and

shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) If clients/patients are treated hereunder, financial folders clearly documenting:

(a) Contractor's determination of clients'/patients' eligibility for Medi-Cal, medical insurance, and other coverage.

(b) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

(5) If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and payments by source and service type shall be

maintained.

(6) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total worktime on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(7) Personnel records which account for the total worktime of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and



fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the

County's Department of Health Services ("DHS") - County, Contracts and Grants Section, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget ("OMB") Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's DHS - County no later than ninety (90) calendar days from the completion of the audit.

The independent auditor's workpapers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by Federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent

that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement.

Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

12. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' Federal and State income tax withholding:

- (1) Within ten (10) calendar days of filing with

the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

13. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's

DHS - County one (1) original and one (1) copy of an annual cost report within forty-five (45) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within forty-five (45) calendar days after such termination date to County DHS.

C. The primary objective of the annual cost report shall be to provide County with actual factual financial and statistical data that serve as a basis for management analysis and reports.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County.

14. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the County Director prior to its publication, printing, duplication, and

implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g.,

curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

16. RESTRICTIONS ON LOBBYING:

I. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided



under this Agreement also fully comply with all such certification and disclosure requirements.

J. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

17. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

18. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT:

A. Contractor shall not delegate its duties or assign

its rights hereunder, either in whole or in part, without prior written consent of County. Any attempted delegation or assignment by Contractor without County consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegate or assignee on any claim under this Agreement, absent County's consent, shall not be paid by County.

B. Shareholders or partners, or both, of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any persons, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, approval thereof by County shall be required. Consent to any such transfer shall only be refused if County finds that the transferee is lacking in experience, capability, and financial ability to perform services. This in no way limits any County right found elsewhere in Agreement to terminate this Agreement.

19. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by County's County Director or his/her

authorized designee(s). Contractor's request to County Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by County Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to County Director, a copy of the proposed subcontract instrument. With the County Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

E. A fully signed and executed copy of such subcontract shall be provided by Contractor and delivered to County's Sexually Transmitted Disease Program Office, 2615 South Grand Avenue, Room 500, Los Angeles, California 90007, within thirty (30) calendar days after the effective date of subcontract.

20. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal

management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

21. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DHS - County at any time during the term of this Agreement.

22. COMPLIANCE WITH APPLICABLE LAW:

K. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

L. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of

Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

23. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS:

Contractor shall maintain all applicable books and records regarding services rendered to members of the County of Los Angeles Community Health Plan ("CHP") for a period of five (5) years from the expiration or earlier termination of this Agreement.

During such period, as well as during the term of this Agreement, Director or the State of California Commissioner of Corporations, or both, reserve the right to inspect at reasonable times upon demand, Contractor's books and records relating to: (1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to the Director and to the State of California Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and

who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the assumption of such services.

24. CONFLICT OF INTEREST:

M. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

N. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without

limitation, identification of all persons implicated and complete description of all relevant circumstances.

25. PURCHASES:

O. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

P. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures,



equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

Q. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

R. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact County, Contracts and Grants Section, for instructions for disposition of any such property which is worn out or unusable.

S. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

26. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

27. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

28. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's County Director. Contractor shall provide the above set forth required information to County's County Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

29. TRAINING/STAFF DEVELOPMENT: Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

30. INDEPENDENT CONTRACTOR STATUS: This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for

purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

31. TERMINATION FOR INSOLVENCY: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32. TERMINATION FOR DEFAULT:

County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgement of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgement of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

T. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Agreement.

33. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due

to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

34. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.



Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts."

35. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or person under Contractor's control performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

37. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of

Contractor have been fulfilled to provide such actual authority.

38. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

39. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

40. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

41. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

42. JURISDICTION AND VENUE: Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor

which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

43. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to resolicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

44. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the

Agreement.

45. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

46. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provision of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by

the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notice of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:  
Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 46, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 32, "TERMINATION FOR CONTRACTOR DEFAULT" and pursuant to County Code Chapter 2.202."

48. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's DA will supply

Contractor with the poster to be used.

49. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal

income tax laws. Such notice shall be provided in accordance with the requirements set for in Internal Revenue Service Notice 1015.

51. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor shall agree to accept referrals from the County's Human Resources staff of qualified County employees for consideration for employment, as vacancies occur in Contractor's staff, beginning with Board approval of contract and throughout the contract term.

52. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

53. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty County shall have the right to terminate this Agreement and, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

54. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.

C. County may debar Contractor if the Board of



Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of contract with County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the

debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After considerations of any objections, or if no objections are submitted, a record of hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from

securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts.

Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

H. These terms shall also apply to any [subcontractors/ subconsultants] of County Contractors.

55. RULES AND REGULATIONS: During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

56. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of

solid waste deposited at County landfills, Contractor, agrees to use recycled content paper to the maximum extent possible in connecting with the services to be performed by Contractor under this Agreement.

57. CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For the purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described herein above:

"Contractor" means a person, partnership, corporation or any other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts; "employee" means any California resident who is a full time employee of Contractor; and "full time" shall mean forty (40) hours or more per week, or lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted

into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement term and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception," Exhibit G, is to be completed by the Contractor

prior to Board approval of this Agreement and forwarded to County.

(4) Contractor's violation of this Section of the contract may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

58. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

59. SAFELY SURRENDERED BABY LAW LANGUAGE:

A. NOTICE TO EMPLOYEES REGARDING THE SAFELY

SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

CD4071.KH  
Kh:11/18/05



**Sole Source Contract**  
**American Lung Association of Los Angeles County**  
**Effective Date of Board Approval Through December 31, 2005**  
**Statement of Work**

1. Contractor must provide meeting facilitation services for the Los Angeles County, Department of Health Services, Tuberculosis (TB) Control Program, TB Planning Council Steering Committee. Facilitation services include, but are not limited to:
  - a. Maintaining an e-mail distribution list of committee members, to include the members full name of committee member or contact person, mailing address, telephone number, FAX number, and e-mail address.
  - b. Scheduling committee meetings as required by the TB Control Program on a quarterly basis, or as may be determined by the Steering Committee chairpersons and the Director of the TB Control Program.
  - c. Generating and distributing meeting agendas for each scheduled meeting to all listed committee members.
  - d. Drafting, distributing, and finalizing meeting minutes for each scheduled meeting to all listed committee members.
  - e. Facilitating meetings through the use techniques such as questions & answers, visual aids, poster boards, and PowerPoint presentations.
  - f. Photocopying and distributing meeting handouts for each scheduled meeting to all listed committee members.
  - g. Maintaining an electronic master and backup file of all documents generated by the steering committee meetings, and providing the TB Control Program with up to date electronic copies.
2. Contractor must work closely with TB Planning Council Steering Committee chairpersons to develop meeting agendas, schedule meetings and plenary sessions, and to ensure committee activities are meeting established timelines.
3. Contractor must provide conference services for the TB Planning Council plenary sessions, held quarterly during the calendar year. Conference services include, but are not limited to:
  - a. Coordinating the pre-registration process for plenary sessions.
  - b. Securing conference room space of a size to adequate host the number of persons registered for plenary session.
  - c. Coordinating the onsite registration process for plenary sessions.
  - d. Securing audio-visual equipment required for plenary sessions.
  - e. Securing keynote speakers.
  - f. Generating and distributing agendas and handouts for plenary sessions.
  - g. Facilitating plenary sessions.
  - h. Drafting, distributing, and finalizing plenary session minutes.
  - i. Maintaining an electronic master and backup file of all documents generated by plenary sessions, and providing the TB Control Program with up to date electronic copies.

**Sole Source Contract  
American Lung Association of Los Angeles County  
Effective Date of Board Approval Through December 31, 2005  
Statement of Work**

4. Contractor must work closely with the TB Planning Council Steering Committee when planning conference services for plenary sessions.
5. Contractor must work closely with the TB Control Program to develop a plan for securing conference room space, audio-visual equipment, or keynote speakers for plenary sessions, to include a budget for incurring these costs.
6. Contractor must provide community coalition building services. Community coalition building services include, but are not limited to:
  - a. Identifying potential community partners to participate as members of a Los Angeles County TB coalition.
  - b. Generating and distributing letters of invitation to potential coalition members.
  - c. Maintaining an e-mail distribution list of coalition members
  - d. Providing meeting facilitation services for coalition meetings, as described in item #1 of the Statement of Work above.
  - e. Providing conference services for coalition meetings, as described in item #3 of the Statement of Work above.
  - f. Coordinate educational outreach to the community for World Stop TB Day activities, an event held annually on the 24<sup>th</sup> of March.
7. Contractor must work closely with the TB Control Program to identify potential community partners, generate letters of invitation, and strategize on methods to best engage the community.
8. Contractor must work closely with the TB coalition chairpersons to develop meeting agendas, schedule meetings and plenary sessions, and to ensure coalition activities are meeting established timelines.
9. Contractor must provide educational conference services. Education conference services include, but are not limited to:
  - a. Working closely with the TB Control Program to develop educational conference curriculum, schedule conferences, and to ensure conference planning activities are meeting established timelines.
  - b. Providing conference services as described in item #3 of the Statement of Work above.
10. Contractor must work closely with the TB Control Program prior to incurring costs for securing educational conference room space, audio-visual equipment, or keynote speakers.

09/16/2005

# TB Control Program Los Angeles Department of Health Services

<b>Organization:</b>	American Lung Association of Los Angeles County	
<b>Prepared By:</b>	PROPOSED CALENDAR YEAR 2005 BUDGET PERIOD	
<b>Date:</b>	Budget Period: December 1, 2005 through December 31, 2005	
<b>Personnel Expenses</b>	<b>TB Control Funding</b>	<b>Justification</b>
Project Director	\$ 542	(\$65,000 salary: 10% time allotted to project - 1 month budget)
Project Coordinator	\$ 3,000	(\$45,000 salary: 80% time allotted to project - 1 month budget)
Personnel Benefits	\$ 885	Fringe Benefit Package - approximately 25% of salaries
<b>Subtotal</b>	<b>\$ 4,427</b>	
<b>Travel/Mileage</b>	<b>TB Control Funding</b>	<b>Justification</b>
Mileage	\$ 80	Includes local travel for staff and volunteers
Parking	\$ 38	Miscellaneous parking expenses - visits/teaching sessions
<b>Subtotal</b>	<b>\$ 118</b>	
<b>Training - Symposium</b>	<b>TB Control Funding</b>	<b>Justification</b>
Audio Visual Rental	\$ 50	Postgraduate symposium
Rental Space	\$ 150	Postgraduate symposium
Honorariums	\$ -	Two speakers for postgraduate symposium
<b>Subtotal</b>	<b>\$ 200</b>	
<b>Supplies &amp; Materials</b>	<b>TB Control Funding</b>	<b>Justification</b>
Educational materials	\$ 20	Purchased through ALALAC - on tuberculosis
Training materials	\$ 50	Educational sessions
Coalition communication materials	\$ 50	TB Control Coalition
Postage	\$ 15	TB Control Coalition
<b>Subtotal</b>	<b>\$ 135</b>	
<b>Other Costs</b>	<b>TB Control Funding</b>	<b>Justification</b>
Labor Costs	\$ 50	Additional staff hours when needed
Miscellaneous	\$ 20	Shipping, banners, etc.
<b>Subtotal</b>	<b>\$ 70</b>	
<b>Miscellaneous</b>	<b>TB Control Funding</b>	<b>Justification</b>
Indirect Charges @ 1% direct charges	\$ 50	
<b>TOTAL PROGRAM EXPENDITURES</b>	<b>TB Control Funding</b>	<b>Justification</b>
<b>Subtotal</b>	<b>\$ 5,000</b>	

**Sole Source Contract  
American Lung Association of Los Angeles County  
January 1, 2006 through December 31, 2006  
Statement of Work**

1. Contractor must provide meeting facilitation services for the Los Angeles County, Department of Health Services, Tuberculosis (TB) Control Program, TB Planning Council Steering Committee. Facilitation services include, but are not limited to:
  - a. Maintaining an e-mail distribution list of committee members, to include the members full name of committee member or contact person, mailing address, telephone number, FAX number, and e-mail address.
  - b. Scheduling committee meetings as required by the TB Control Program on a quarterly basis, or as may be determined by the Steering Committee chairpersons and the Director of the TB Control Program.
  - c. Generating and distributing meeting agendas for each scheduled meeting to all listed committee members.
  - d. Drafting, distributing, and finalizing meeting minutes for each scheduled meeting to all listed committee members.
  - e. Facilitating meetings through the use techniques such as questions & answers, visual aids, poster boards, and PowerPoint presentations.
  - f. Photocopying and distributing meeting handouts for each scheduled meeting to all listed committee members.
  - g. Maintaining an electronic master and backup file of all documents generated by the steering committee meetings, and providing the TB Control Program with up to date electronic copies.
2. Contractor must work closely with TB Planning Council Steering Committee chairpersons to develop meeting agendas, schedule meetings and plenary sessions, and to ensure committee activities are meeting established timelines.
3. Contractor must provide conference services for the TB Planning Council plenary sessions, held quarterly during the calendar year. Conference services include, but are not limited to:
  - a. Coordinating the pre-registration process for plenary sessions.
  - b. Securing conference room space of a size to adequate host the number of persons registered for plenary session.
  - c. Coordinating the onsite registration process for plenary sessions.
  - d. Securing audio-visual equipment required for plenary sessions.
  - e. Securing keynote speakers.
  - f. Generating and distributing agendas and handouts for plenary sessions.
  - g. Facilitating plenary sessions.
  - h. Drafting, distributing, and finalizing plenary session minutes.
  - i. Maintaining an electronic master and backup file of all documents generated by plenary sessions, and providing the TB Control Program with up to date electronic copies.

**Sole Source Contract**  
**American Lung Association of Los Angeles County**  
**January 1, 2006 through December 31, 2006**  
**Statement of Work**

4. Contractor must work closely with the TB Planning Council Steering Committee when planning conference services for plenary sessions.
5. Contractor must work closely with the TB Control Program to develop a plan for securing conference room space, audio-visual equipment, or keynote speakers for plenary sessions, to include a budget for incurring these costs.
6. Contractor must provide community coalition building services. Community coalition building services include, but are not limited to:
  - a. Identifying potential community partners to participate as members of a Los Angeles County TB coalition.
  - b. Generating and distributing letters of invitation to potential coalition members.
  - c. Maintaining an e-mail distribution list of coalition members
  - d. Providing meeting facilitation services for coalition meetings, as described in item #1 of the Statement of Work above.
  - e. Providing conference services for coalition meetings, as described in item #3 of the Statement of Work above.
  - f. Coordinate educational outreach to the community for World Stop TB Day activities, an event held annually on the 24<sup>th</sup> of March.
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  - b. Providing conference services as described in item #3 of the Statement of Work above.
10. Contractor must work closely with the TB Control Program prior to incurring costs for securing educational conference room space, audio-visual equipment, or keynote speakers.

09/16/2005



# TB Control Program Los Angeles Department of Health Services

<b>Organization:</b>	American Lung Association of Los Angeles County	
<b>Prepared By:</b>	PROPOSED CALENDAR YEAR 2006 BUDGET PERIOD	
<b>Date:</b>	Budget Period: January 1, 2006 through December 31, 2006	
<b>Personnel Expenses</b>	<b>TB Control Funding</b>	<b>Justification</b>
Project Director	\$ 6,500	(\$65,000 salary: 10% time allotted to project)
Project Coordinator	\$ 36,000	(\$45,000 salary: 80% time allotted to project)
<i>Personnel Benefits</i>	\$ 10,625	Fringe Benefit Package - approximately 25% of salaries
<b>Subtotal</b>	\$ 53,125	
<b>Travel/Mileage</b>	<b>TB Control Funding</b>	<b>Justification</b>
Mileage	\$ 2,500	Includes local travel for staff and volunteers
Parking	\$ 500	Miscellaneous parking expenses - visits/teaching sessions
<b>Subtotal</b>	\$ 3,000	
<b>Training - Symposium</b>	<b>TB Control Funding</b>	<b>Justification</b>
Audio Visual Rental	\$ 2,500	Postgraduate symposium
Rental Space	\$ 8,000	Postgraduate symposium
Honorariums	\$ 7,500	Two speakers for postgraduate symposium
<b>Subtotal</b>	\$ 18,000	
<b>Supplies &amp; Materials</b>	<b>TB Control Funding</b>	<b>Justification</b>
Educational materials	\$ 500	Purchased through ALALAC - on tuberculosis
Training materials	\$ 4,500	Educational sessions
Coalition communication materials	\$ 50	TB Control Coalition
Postage	\$ 50	TB Control Coalition
<b>Subtotal</b>	\$ 5,100	
<b>Other Costs</b>	<b>TB Control Funding</b>	<b>Justification</b>
Labor Costs	\$ 400	Additional staff hours when needed
Miscellaneous	\$ 106	Shipping, banners, etc.
<b>Subtotal</b>	\$ 506	
<b>Miscellaneous</b>	<b>TB Control Funding</b>	<b>Justification</b>
Indirect Charges @ 1% direct charges	\$ 269	
<b>TOTAL PROGRAM EXPENDITURES</b>	<b>TB Control Funding</b>	<b>Justification</b>
<b>Subtotal</b>	\$ 80,000	

**Sole Source Contract**  
**American Lung Association of Los Angeles County**  
**January 1, 2007 through December 31, 2007**  
**Statement of Work**

1. Contractor must provide meeting facilitation services for the Los Angeles County, Department of Health Services, Tuberculosis (TB) Control Program, TB Planning Council Steering Committee. Facilitation services include, but are not limited to:
  - a. Maintaining an e-mail distribution list of committee members, to include the members full name of committee member or contact person, mailing address, telephone number, FAX number, and e-mail address.
  - b. Scheduling committee meetings as required by the TB Control Program on a quarterly basis, or as may be determined by the Steering Committee chairpersons and the Director of the TB Control Program.
  - c. Generating and distributing meeting agendas for each scheduled meeting to all listed committee members.
  - d. Drafting, distributing, and finalizing meeting minutes for each scheduled meeting to all listed committee members.
  - e. Facilitating meetings through the use techniques such as questions & answers, visual aids, poster boards, and PowerPoint presentations.
  - f. Photocopying and distributing meeting handouts for each scheduled meeting to all listed committee members.
  - g. Maintaining an electronic master and backup file of all documents generated by the steering committee meetings, and providing the TB Control Program with up to date electronic copies.
2. Contractor must work closely with TB Planning Council Steering Committee chairpersons to develop meeting agendas, schedule meetings and plenary sessions, and to ensure committee activities are meeting established timelines.
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  - a. Coordinating the pre-registration process for plenary sessions.
  - b. Securing conference room space of a size to adequate host the number of persons registered for plenary session.
  - c. Coordinating the onsite registration process for plenary sessions.
  - d. Securing audio-visual equipment required for plenary sessions.
  - e. Securing keynote speakers.
  - f. Generating and distributing agendas and handouts for plenary sessions.
  - g. Facilitating plenary sessions.
  - h. Drafting, distributing, and finalizing plenary session minutes.
  - i. Maintaining an electronic master and backup file of all documents generated by plenary sessions, and providing the TB Control Program with up to date electronic copies.

**Sole Source Contract**  
**American Lung Association of Los Angeles County**  
**January 1, 2007 through December 31, 2007**  
**Statement of Work**

4. Contractor must work closely with the TB Planning Council Steering Committee when planning conference services for plenary sessions.
5. Contractor must work closely with the TB Control Program to develop a plan for securing conference room space, audio-visual equipment, or keynote speakers for plenary sessions, to include a budget for incurring these costs.
6. Contractor must provide community coalition building services. Community coalition building services include, but are not limited to:
  - a. Identifying potential community partners to participate as members of a Los Angeles County TB coalition.
  - b. Generating and distributing letters of invitation to potential coalition members.
  - c. Maintaining an e-mail distribution list of coalition members
  - d. Providing meeting facilitation services for coalition meetings, as described in item #1 of the Statement of Work above.
  - e. Providing conference services for coalition meetings, as described in item #3 of the Statement of Work above.
  - f. Coordinate educational outreach to the community for World Stop TB Day activities, an event held annually on the 24<sup>th</sup> of March.
7. Contractor must work closely with the TB Control Program to identify potential community partners, generate letters of invitation, and strategize on methods to best engage the community.
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  - a. Working closely with the TB Control Program to develop educational conference curriculum, schedule conferences, and to ensure conference planning activities are meeting established timelines.
  - b. Providing conference services as described in item #3 of the Statement of Work above.
10. Contractor must work closely with the TB Control Program prior to incurring costs for securing educational conference room space, audio-visual equipment, or keynote speakers.

09/16/2005





# TB Control Program Los Angeles Department of Health Services

<b>Organization:</b>	American Lung Association of Los Angeles County	
<b>Prepared By:</b>	PROPOSED CALENDAR YEAR 2006 BUDGET PERIOD	
<b>Date:</b>	Budget Period: January 1, 2007 through December 31, 2007	
<b>Personnel Expenses</b>	<b>TB Control Funding</b>	<b>Justification</b>
Project Director	\$ 6,500	(\$65,000 salary: 10% time allotted to project)
Project Coordinator	\$ 36,000	(\$45,000 salary: 80% time allotted to project)
Personnel Benefits	\$ 10,625	Fringe Benefit Package - approximately 25% of salaries
<b>Subtotal</b>	<b>\$ 53,125</b>	
<b>Travel/Mileage</b>	<b>TB Control Funding</b>	<b>Justification</b>
Mileage	\$ 2,500	Includes local travel for staff and volunteers
Parking	\$ 500	Miscellaneous parking expenses - visits/teaching sessions
<b>Subtotal</b>	<b>\$ 3,000</b>	
<b>Training - Symposium</b>	<b>TB Control Funding</b>	<b>Justification</b>
Audio Visual Rental	\$ 2,500	Postgraduate symposium
Rental Space	\$ 8,000	Postgraduate symposium
Honorariums	\$ 7,500	Two speakers for postgraduate symposium
<b>Subtotal</b>	<b>\$ 18,000</b>	
<b>Supplies &amp; Materials</b>	<b>TB Control Funding</b>	<b>Justification</b>
Educational materials	\$ 500	Purchased through ALALAC - on tuberculosis
Training materials	\$ 4,500	Educational sessions
Coalition communication materials	\$ 50	TB Control Coalition
Postage	\$ 50	TB Control Coalition
<b>Subtotal</b>	<b>\$ 5,100</b>	
<b>Other Costs</b>	<b>TB Control Funding</b>	<b>Justification</b>
Labor Costs	\$ 400	Additional staff hours when needed
Miscellaneous	\$ 106	Shipping, banners, etc.
<b>Subtotal</b>	<b>\$ 506</b>	
<b>Miscellaneous</b>	<b>TB Control Funding</b>	<b>Justification</b>
Indirect Charges @ 1% direct charges	\$ 269	
<b>TOTAL PROGRAM EXPENDITURES</b>	<b>TB Control Funding</b>	<b>Justification</b>
<b>Subtotal</b>	<b>\$ 80,000</b>	

**Sole Source Contract**  
**American Lung Association of Los Angeles County**  
**January 1, 2008 through December 31, 2008**  
**Statement of Work**

1. Contractor must provide meeting facilitation services for the Los Angeles County, Department of Health Services, Tuberculosis (TB) Control Program, TB Planning Council Steering Committee. Facilitation services include, but are not limited to:
  - a. Maintaining an e-mail distribution list of committee members, to include the members full name of committee member or contact person, mailing address, telephone number, FAX number, and e-mail address.
  - b. Scheduling committee meetings as required by the TB Control Program on a quarterly basis, or as may be determined by the Steering Committee chairpersons and the Director of the TB Control Program.
  - c. Generating and distributing meeting agendas for each scheduled meeting to all listed committee members.
  - d. Drafting, distributing, and finalizing meeting minutes for each scheduled meeting to all listed committee members.
  - e. Facilitating meetings through the use techniques such as questions & answers, visual aids, poster boards, and PowerPoint presentations.
  - f. Photocopying and distributing meeting handouts for each scheduled meeting to all listed committee members.
  - g. Maintaining an electronic master and backup file of all documents generated by the steering committee meetings, and providing the TB Control Program with up to date electronic copies.
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  - a. Coordinating the pre-registration process for plenary sessions.
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  - c. Coordinating the onsite registration process for plenary sessions.
  - d. Securing audio-visual equipment required for plenary sessions.
  - e. Securing keynote speakers.
  - f. Generating and distributing agendas and handouts for plenary sessions.
  - g. Facilitating plenary sessions.
  - h. Drafting, distributing, and finalizing plenary session minutes.
  - i. Maintaining an electronic master and backup file of all documents generated by plenary sessions, and providing the TB Control Program with up to date electronic copies.

**Sole Source Contract  
American Lung Association of Los Angeles County  
January 1, 2008 through December 31, 2008  
Statement of Work**

4. Contractor must work closely with the TB Planning Council Steering Committee when planning conference services for plenary sessions.
5. Contractor must work closely with the TB Control Program to develop a plan for securing conference room space, audio-visual equipment, or keynote speakers for plenary sessions, to include a budget for incurring these costs.
6. Contractor must provide community coalition building services. Community coalition building services include, but are not limited to:
  - a. Identifying potential community partners to participate as members of a Los Angeles County TB coalition.
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  - c. Maintaining an e-mail distribution list of coalition members
  - d. Providing meeting facilitation services for coalition meetings, as described in item #1 of the Statement of Work above.
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  - a. Working closely with the TB Control Program to develop educational conference curriculum, schedule conferences, and to ensure conference planning activities are meeting established timelines.
  - b. Providing conference services as described in item #3 of the Statement of Work above.
10. Contractor must work closely with the TB Control Program prior to incurring costs for securing educational conference room space, audio-visual equipment, or keynote speakers.

09/16/2005



# TB Control Program

## Los Angeles Department of Health Services

<b>Organization:</b>	American Lung Association of Los Angeles County	
<b>Prepared By:</b>	PROPOSED CALENDAR YEAR 2006 BUDGET PERIOD	
<b>Date:</b>	Budget Period: January 1, 2008 through December 31, 2008	
<b>Personnel Expenses</b>	<b>TB Control Funding</b>	<b>Justification</b>
Project Director	\$ 6,500	(\$65,000 salary: 10% time allotted to project)
Project Coordinator	\$ 36,000	(\$45,000 salary: 80% time allotted to project)
Personnel Benefits	\$ 10,625	Fringe Benefit Package - approximately 25% of salaries
<b>Subtotal</b>	<b>\$ 53,125</b>	
<b>Travel/Mileage</b>	<b>TB Control Funding</b>	<b>Justification</b>
Mileage	\$ 2,500	Includes local travel for staff and volunteers
Parking	\$ 500	Miscellaneous parking expenses - visits/teaching sessions
<b>Subtotal</b>	<b>\$ 3,000</b>	
<b>Training - Symposium</b>	<b>TB Control Funding</b>	<b>Justification</b>
Audio Visual Rental	\$ 2,500	Postgraduate symposium
Rental Space	\$ 8,000	Postgraduate symposium
Honorariums	\$ 7,500	Two speakers for postgraduate symposium
<b>Subtotal</b>	<b>\$ 18,000</b>	
<b>Supplies &amp; Materials</b>	<b>TB Control Funding</b>	<b>Justification</b>
Educational materials	\$ 500	Purchased through ALALAC - on tuberculosis
Training materials	\$ 4,500	Educational sessions
Coalition communication materials	\$ 50	TB Control Coalition
Postage	\$ 50	TB Control Coalition
<b>Subtotal</b>	<b>\$ 5,100</b>	
<b>Other Costs</b>	<b>TB Control Funding</b>	<b>Justification</b>
Labor Costs	\$ 400	Additional staff hours when needed
Miscellaneous	\$ 106	Shipping, banners, etc.
<b>Subtotal</b>	<b>\$ 506</b>	
<b>Miscellaneous</b>	<b>TB Control Funding</b>	<b>Justification</b>
Indirect Charges @ 1% direct charges	\$ 269	
<b>TOTAL PROGRAM EXPENDITURES</b>	<b>TB Control Funding</b>	<b>Justification</b>
<b>Subtotal</b>	<b>\$ 80,000</b>	

**Sole Source Contract  
American Lung Association of Los Angeles County  
January 1, 2009 through December 31, 2009  
Statement of Work**

1. Contractor must provide meeting facilitation services for the Los Angeles County, Department of Health Services, Tuberculosis (TB) Control Program, TB Planning Council Steering Committee. Facilitation services include, but are not limited to:
  - a. Maintaining an e-mail distribution list of committee members, to include the members full name of committee member or contact person, mailing address, telephone number, FAX number, and e-mail address.
  - b. Scheduling committee meetings as required by the TB Control Program on a quarterly basis, or as may be determined by the Steering Committee chairpersons and the Director of the TB Control Program.
  - c. Generating and distributing meeting agendas for each scheduled meeting to all listed committee members.
  - d. Drafting, distributing, and finalizing meeting minutes for each scheduled meeting to all listed committee members.
  - e. Facilitating meetings through the use techniques such as questions & answers, visual aids, poster boards, and PowerPoint presentations.
  - f. Photocopying and distributing meeting handouts for each scheduled meeting to all listed committee members.
  - g. Maintaining an electronic master and backup file of all documents generated by the steering committee meetings, and providing the TB Control Program with up to date electronic copies.
2. Contractor must work closely with TB Planning Council Steering Committee chairpersons to develop meeting agendas, schedule meetings and plenary sessions, and to ensure committee activities are meeting established timelines.
3. Contractor must provide conference services for the TB Planning Council plenary sessions, held quarterly during the calendar year. Conference services include, but are not limited to:
  - a. Coordinating the pre-registration process for plenary sessions.
  - b. Securing conference room space of a size to adequate host the number of persons registered for plenary session.
  - c. Coordinating the onsite registration process for plenary sessions.
  - d. Securing audio-visual equipment required for plenary sessions.
  - e. Securing keynote speakers.
  - f. Generating and distributing agendas and handouts for plenary sessions.
  - g. Facilitating plenary sessions.
  - h. Drafting, distributing, and finalizing plenary session minutes.
  - i. Maintaining an electronic master and backup file of all documents generated by plenary sessions, and providing the TB Control Program with up to date electronic copies.

**Sole Source Contract  
American Lung Association of Los Angeles County  
January 1, 2009 through December 31, 2009  
Statement of Work**

4. Contractor must work closely with the TB Planning Council Steering Committee when planning conference services for plenary sessions.
5. Contractor must work closely with the TB Control Program to develop a plan for securing conference room space, audio-visual equipment, or keynote speakers for plenary sessions, to include a budget for incurring these costs.
6. Contractor must provide community coalition building services. Community coalition building services include, but are not limited to:
  - a. Identifying potential community partners to participate as members of a Los Angeles County TB coalition.
  - b. Generating and distributing letters of invitation to potential coalition members.
  - c. Maintaining an e-mail distribution list of coalition members
  - d. Providing meeting facilitation services for coalition meetings, as described in item #1 of the Statement of Work above.
  - e. Providing conference services for coalition meetings, as described in item #3 of the Statement of Work above.
  - f. Coordinate educational outreach to the community for World Stop TB Day activities, an event held annually on the 24<sup>th</sup> of March.
7. Contractor must work closely with the TB Control Program to identify potential community partners, generate letters of invitation, and strategize on methods to best engage the community.
8. Contractor must work closely with the TB coalition chairpersons to develop meeting agendas, schedule meetings and plenary sessions, and to ensure coalition activities are meeting established timelines.
9. Contractor must provide educational conference services. Education conference services include, but are not limited to:
  - a. Working closely with the TB Control Program to develop educational conference curriculum, schedule conferences, and to ensure conference planning activities are meeting established timelines.
  - b. Providing conference services as described in item #3 of the Statement of Work above.
10. Contractor must work closely with the TB Control Program prior to incurring costs for securing educational conference room space, audio-visual equipment, or keynote speakers.

09/16/2005



# TB Control Program Los Angeles Department of Health Services

<b>Organization:</b>	American Lung Association of Los Angeles County	
<b>Prepared By:</b>	PROPOSED CALENDAR YEAR 2006 BUDGET PERIOD	
<b>Date:</b>	Budget Period: January 1, 2009 through December 31, 2009	
<b>Personnel Expenses</b>	<b>TB Control Funding</b>	<b>Justification</b>
Project Director	\$ 6,500	(\$65,000 salary: 10% time allotted to project)
Project Coordinator	\$ 36,000	(\$45,000 salary: 80% time allotted to project)
<i>Personnel Benefits</i>	\$ 10,625	Fringe Benefit Package - approximately 25% of salaries
<b>Subtotal</b>	<b>\$ 53,125</b>	
<b>Travel/Mileage</b>	<b>TB Control Funding</b>	<b>Justification</b>
Mileage	\$ 2,500	Includes local travel for staff and volunteers
Parking	\$ 500	Miscellaneous parking expenses - visits/teaching sessions
<b>Subtotal</b>	<b>\$ 3,000</b>	
<b>Training - Symposium</b>	<b>TB Control Funding</b>	<b>Justification</b>
Audio Visual Rental	\$ 2,500	Postgraduate symposium
Rental Space	\$ 8,000	Postgraduate symposium
Honorariums	\$ 7,500	Two speakers for postgraduate symposium
<b>Subtotal</b>	<b>\$ 18,000</b>	
<b>Supplies &amp; Materials</b>	<b>TB Control Funding</b>	<b>Justification</b>
Educational materials	\$ 500	Purchased through ALALAC - on tuberculosis
Training materials	\$ 4,500	Educational sessions
Coalition communication materials	\$ 50	TB Control Coalition
Postage	\$ 50	TB Control Coalition
<b>Subtotal</b>	<b>\$ 5,100</b>	
<b>Other Costs</b>	<b>TB Control Funding</b>	<b>Justification</b>
Labor Costs	\$ 400	Additional staff hours when needed
Miscellaneous	\$ 106	Shipping, banners, etc.
<b>Subtotal</b>	<b>\$ 506</b>	
<b>Miscellaneous</b>	<b>TB Control Funding</b>	<b>Justification</b>
Indirect Charges @ 1% direct charges	\$ 269	
<b>TOTAL PROGRAM EXPENDITURES</b>	<b>TB Control Funding</b>	<b>Justification</b>
<b>Subtotal</b>	<b>\$ 80,000</b>	

## EXHIBIT F

### GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

#### INTRODUCTION

Tuberculosis (TB) is a contagious infection of humans transmitted largely by airborne particles containing the TB bacillus, Mycobacterium tuberculosis, produced by a person with the active disease and inhaled into the lungs of a susceptible individual. Infected individuals have a relatively low overall risk (10%) of developing active disease unless they have one of several host deficiencies which may increase this risk. Today, infection with the human immunodeficiency virus (HIV) presents the greatest risk of developing active tuberculosis disease following infection with the TB bacillus. Preventing transmission of tuberculosis and protecting the health of clients, patients, or residents and employees, consultants, and volunteers of HIV/AIDS service providers is the major goal of these guidelines.

These guidelines are based on the current recommendations of the federal Centers for Disease Control (CDC), State Department of Health Services (Tuberculosis Control Program and Office of AIDS), and were developed collaboratively by Los Angeles County - Department of Health Services, Tuberculosis Control Office and AIDS Programs.

#### POLICY

Agencies with which County contracts to provide HIV/AIDS services in non-clinical settings shall obtain and maintain documentation of TB screening for each employee, consultant, and volunteer. Only persons who have been medically certified as being free from communicable TB shall be allowed to provide HIV/AIDS services.

#### IMPLEMENTATION GUIDELINES

2. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS **and** who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually thereafter.
  1. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months of the **beginning date of employment**, the Contractor may accept certification from that provider that the individual is free from active TB.
  2. For purposes of these guidelines, "volunteer" shall mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation **and** these services are provided by such individual more frequently than one day a week and/or longer than one month duration.
3. Contractor shall be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative



results of a Mantoux tuberculin skin test or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential.

1. At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers shall submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration.
  - A. If the tuberculin skin test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.
  - B. A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test need not obtain a pre-employment tuberculin skin test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.
2. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test shall obtain another Mantoux tuberculin skin test and submit to Contractor the results of such test recorded in millimeters of induration.
  - A. If this annual tuberculin test is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.
  - B. Persons with a documented history of a positive tuberculin skin test and a negative chest x-ray shall be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and should promptly report to their employer any pulmonary symptoms. If symptoms of TB develop, the person should be excused from further service provision and medically evaluated immediately.
3. Contractor shall consult with Los Angeles County - Department of Health Services, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.
4. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.
4. Contractor shall maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:
  1. The results of the Mantoux tuberculin skin test, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;

2. The results of the annual Mantoux tuberculin skin test or physician certification that the person does not have communicable TB; and
3. The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:
  - A. Change in the tuberculin skin test from negative to positive;
  - B. Person who is known or suspected to have a current diagnosis of TB; and
  - C. Person who is known to be taking TB medications for treatment of disease only.
4. Contractor shall develop and implement a system to track the dates on which the initial and annual tuberculin skin test results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.
5. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:
  1. The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.
  2. The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.
  3. Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.
  4. The information that Contractor is required to report to the local health department.
6. Contractor may consult with the Los Angeles County - Department of Health Services, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

# COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	(      )	
Solicitation For ( Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

## Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

## Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**no shame.  
no blame.  
no names.**

**now there's a way to  
safely surrender your baby**



**The Safely Surrendered Baby Law** A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

**In California, no one ever has to abandon a child again.**

**In Los Angeles County:**

**(877) BABY SAFE**

**(877) 222-9723**

**[babysafela.org](http://babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

**This initiative is also supported by First 5 LA and INFO LINE of Los Angeles**

### **What is the Safely Surrendered Baby Law?**

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

### **Does a parent have to tell anything to the people taking the baby?**

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **What if a parent wants the baby back?**

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **The Eighteenth Safely Surrendered Baby in California**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.**

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*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

## EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that \_\_\_\_\_, is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, \_\_\_\_\_, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_  
Print

Copy must be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Division, 3333 Wilshire Boulevard, 10<sup>th</sup> Floor, Los Angeles, California 90010.